

*Filed in open
6/8/04
Clerk*

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

FIDELITY AND GUARANTY INSURANCE COMPANY,)	
)	
Plaintiff,)	Civil Action No.: 04-10250-EFH
)	
v.)	
)	
STAR EQUIPMENT CORPORATION, CHARLENE B. FORAN, JOHN J. FORAN and TOWN OF SEEKONK,)	
)	
Defendants)	

**DEFENDANT STAR EQUIPMENT CORPORATION's
ANSWER TO CROSSCLAIMS**

**COUNT 1
(Breach of Contract)**

1. Defendant, Star Equipment Corp., is without knowledge or information to admit or deny the allegations contained in Paragraph 1 of the Defendant's, Seekonk, cross claims.
2. Admitted.
3. Admitted.
4. Admitted that original contract signed on June 24, 2003 between Star and Seekonk was for \$285,083.13, but defendants are without knowledge or information to admit or deny whether Star was the lowest contract bid of the bids submitted to Seekonk for the project.
4. Denied.
5. Admitted.
6. Admitted.

7. Admitted.

8. Defendant, Star Equipment Corp., is without knowledge or information to admit or deny the allegations contained in Paragraph 8 of the Defendant's, Seekonk, cross claims.

9. Admitted.

10. Defendant, Star Equipment Corp., is without knowledge or information to admit or deny the allegations contained in Paragraph 10 of the Defendant's, Seekonk, cross claims.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The cross-claimant's claims are barred by the doctrine of estoppel because the cross-claimant's damages, if any, were caused by its own fraudulent misrepresentations and/or negligent misrepresentations, and/or intentional statements, and/or breach.

SECOND AFFIRMATIVE DEFENSE

The cross-claimant's claims are barred because the defendant is entitled to the equitable benefit of the doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

The cross-claimant's claims are barred by the doctrine of unclean hands because the cross-claimant's damages, if any, were caused by its own fraudulent misrepresentations and/or negligent misrepresentations, and/or intentional statements, and/or breach

JURY CLAIM

Star Equipment Corp. demands a trial by jury as to all counts and causes of action.

Respectfully submitted,
Star Equipment Corp.,
By its attorney,


E. David Edge, BBO #655881
Butterall & Greene, LLC
2048 Washington Street
Hanover, MA 02339
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Dated: June 7, 2004

I certify that I presented a copy of this
Answer ~~ethat~~ to Brad Caver, Attorney for Fidelity
Guaranty Insurance Company and Andrew Brooklin,
Attorney for Town of Seabrook, this 8th day of
June 2004.


E. DAVID EDGE